

REMARKS

The above-referenced patent application has been reviewed in light of the Office Action referenced above. Reconsideration of the above-referenced patent application in view of the following remarks is respectfully requested.

Claims 87-178 are pending in the application. No claims are currently amended.

Claim Rejections:

Claims 87-178 were rejected under 35 U.S.C. §102(b) as being anticipated by Davis, U.S. Patent No. 5,825,879 (hereinafter "Davis"). These rejections are respectfully traversed.

It is noted that the Examiner can establish anticipation only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. See MPEP § 2131.01. It is asserted that the Examiner has not established that Davis meets this requirement.

Assignee respectfully submits that Davis does not disclose all of the elements of claim 87. For example, Examiner has not established that Davis discloses "**encrypting said changeable key re-encrypted digital data using an unchangeable key to produce changeable-unchangeable keys double re-encrypted digital data.**" An electronic text search of Davis as found on the USPTO website for the term "unchangeable" found no such language in Davis. Assignee respectfully requests that the Examiner point to exactly where such a term may be found in Davis. In the absence of the Examiner pointing to such a term in Davis, Assignee requests that the rejection be withdrawn as the Examiner has failed to establish that Davis discloses the identical invention as is required for anticipation. See MPEP § 2131.

In the Response to Amendment, the Examiner contends that "the applicant's use of the terms changeable and unchangeable keys to be equivalent (i.e. to broad to be distinguishable) insofar as any key is inherently changeable from an un-initiated state, and changeability is likewise inherent insofar as upon being initialized, it does not change unless a procedure to change is performed...[t]he Davis teaching of a 'framed data keys', downloadable/device transferable public/session key cryptographic information clearly encompasses the applicants 'changeable-unchangeable keys' claim elements". See page 40 of the current Office Action. Thus, according to the Examiner's analysis "unchangeable" and "changeable" are given no meaning in construing the claim, and "unchangeable key" as well as "changeable key" are interpreted by the Examiner to mean "any key", "insofar as any key is inherently changeable". See page 40 of the current Office Action. Assignee respectfully traverses this assertion by the Examiner, and Assignee invites the Examiner to provide a reference supporting the Examiner's contention or an affidavit establishing facts known by the Examiner supporting the Examiner's contention that the plain meaning of "unchangeable key" and "changeable key" are synonymous with "any key" to one of ordinary skill in the art. In the absence of such evidentiary showing by the Examiner, Assignee respectfully requests that the Examiner withdraw the rejection of claim 87, consistent with the requirements of MPEP § 2144.03.

Here the Examiner has impermissibly read explicit limitations completely out of the claims. Claims are not to be read in a vacuum, and limitations therein are to be interpreted in light of the specification in giving them their 'broadest reasonable interpretation'. See MPEP § 2111.01, emphasis in original. Ordinary, simple English words whose meaning is clear and unquestionable, absent any indication that their use in a particular context changes their meaning, are construed to mean exactly what they

say. See MPEP § 2111.01. Assignee submits that the Examiner's claim interpretation of "unchangeable key" is neither reasonable nor consistent with its plain meaning. Assignee invites the Examiner to provide authority under 35 U.S.C. or under 37 C.F.R. where the Examiner has the authority to broadly interpret the Assignee's use of two opposite terms as being equivalent and/or too broad to be distinguishable. In the absence of showing such authority by the Examiner, Assignee respectfully requests that the Examiner withdraw the rejection of claim 87.

Likewise, claims 88-154 distinguish from Davis on at least the same or similar basis as claims 87. Therefore, Assignee respectfully requests that Examiner's rejection of claims 88-154 be withdrawn.

Lastly, Assignee respectfully submits that Davis does not disclose all of the elements of claim 155. For example, Examiner has not established that Davis discloses ***"encrypting said digital data, determined to be protected, using an unchangeable key to produce unchangeable key encrypted digital data"***. Therefore, Assignee respectfully requests that the Examiner's rejection of claim 155 be withdrawn.

Likewise, claims 156-178 distinguish from Davis on at least the same or similar basis as claims 155. Therefore, Assignee respectfully requests that Examiner's rejection of claims 156-178 be withdrawn.

CONCLUSION

In view of the foregoing, it is respectfully asserted that all of the claims pending in the current patent application as amended are in condition for allowance. Reconsideration of the current patent application and early allowance of all the claims is respectfully requested.

INVITATION FOR A TELEPHONE INTERVIEW

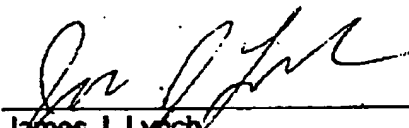
If the Examiner has any questions, he is invited to contact the undersigned at (503) 439-6500.

ADDITIONAL FEES

Any fees or extensions of time believed to be due in connection with this amendment are enclosed herein; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account 50-3130.

Respectfully submitted,
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- 19 -

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